

## SURFACE EASEMENT

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF SAN PATRICIO §

**THAT**, OCCIDENTAL CHEMICAL CORPORATION, a New York corporation, with an office at 5005 LBJ Freeway, Dallas, Texas, 75244-6119, herein called Grantor, for and in consideration of mutual promises, covenants and agreements and other consideration, the value of which is acknowledged and has been received by Grantor from City of Ingleside, with an office at 2671 San Angelo Street, Ingleside, Texas, 78362, herein called Grantee, has **GRANTED, SOLD AND CONVEYED** and does by these presents, **GRANT, SELL AND CONVEY** unto said Grantee, its successors and assigns, a non-exclusive 0.25 acre surface easement ("Surface Easement") solely on the surface of the land described in the legal description and survey set forth in Exhibits A and B, attached hereto (the "Land"), for the sole purpose of erecting, maintaining, repairing and replacing (the "Purpose") a sign that states "Welcome to Ingleside" (the "Sign").

1. The Surface Easement herein granted is 11,050 square feet, containing 0.25 acres as shown on Exhibit B.
2. Grantee, its successors and assigns, agree that they may exercise the non-exclusive Surface Easement solely for the Purpose. Grantee shall not use the Surface Easement for any purpose other than the Sign, and shall not use, or construct on, the Land any facility or improvement other than the Sign. Grantee shall undertake all reasonable and prudent actions needed to protect any pipelines that may now or in the future be installed beneath the Land.
3. Grantee, its successors and assigns, shall also have rights of ingress and egress to and from said Surface Easement, together with reasonable working space, from time to time, for the Purpose.
4. Grantor, its heirs, executors, administrators, successors and assigns, reserves the right to cross above and below the surface of the Land at any time and from time to time with pipelines, and/or other facilities necessary or appropriate, in Grantor's sole discretion, to Grantor's operations. In the event the Surface Easement unreasonably interferes with Grantor's use of its property, Grantor may require Grantee, at Grantee's sole risk, cost, and expense, to relocate the Sign from the Land to another reasonable location on Grantor's property. In the event Grantor shall require Grantee to relocate the Sign, the Parties shall enter into a new non-exclusive surface easement agreement based upon the same terms and provisions hereof. This Surface Easement shall terminate upon execution and delivery of such new surface easement agreement by Grantor. No additional consideration will be due from Grantee to Grantor upon the execution of any such new surface easement.
5. Notwithstanding any provision to the contrary, Grantor hereby reserves the right and option to grant third parties the right to install other facilities or make other uses of the Land and Grantor's adjoining property, to operate pipeline construction equipment or other equipment; provided same does not unreasonably restrict Grantee's use of the Surface Easement for the Purpose. Grantee shall take reasonable

and prudent precautions in the design and installation of the Sign to protect from damage due to surface or underground activities of Grantor or third parties.

6. All notices, demands, requests and other communications required or permitted to be given or made upon either Party shall be in writing, shall be deemed to be given for purposes of this Surface Easement on the date such writing is received by the intended recipient thereof, and shall be delivered personally, by registered or certified mail (postage paid), reliable overnight delivery services (fees paid), telecopy, Fed Ex, facsimile, Rapid Fax or other electronic means, acceptable to the Party receiving same, addressed to the Party to whom such notice is directed, for Grantor at Occidental Chemical Corporation, 5005 LBJ Freeway, Suite 2200, Dallas, Texas 75244-6119 Attention: Director-Real Estate (facsimile [972] 404-3937), with a copy to Grantor at Occidental Chemical Corporation, 5005 LBJ Freeway, Suite 2200, Dallas, Texas 75244-6119 Attention: General Counsel (facsimile [972] 404-3957) and for Grantee at \_\_\_\_\_  
Attention: \_\_\_\_\_ (facsimile \_\_\_\_\_), or to such other address as may be designated by such party by written notice in writing to the other Party.
7. Notwithstanding anything herein contained to the contrary, this Surface Easement is expressly made subject to restrictions, covenants, conditions, limitations, easement, and mineral reservations, if any, now in force or existing of record in the office of the County Clerk of San Patricio County, Texas, to which reference is here made for all purposes, and to those servitudes which, though not of record, are evidenced on the ground.
8. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTEE HEREBY BINDS ITSELF, ITS SUCCESSORS, ASSIGNS, AGENTS, AND LICENSEES TO INDEMNIFY AND HOLD HARMLESS GRANTOR FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES, AND DAMAGES, IN CONTRACT, STRICT LIABILITY, OR IN TORT, FOR INJURY TO ANY PERSON (INCLUDING DEATH) OR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE EXISTENCE OR USE OF THE SURFACE EASEMENT OR THE ERECTION, MAINTENANCE, OPERATION, REPAIR OR REPLACEMENT OF THE SIGN. THIS INDEMNITY SHALL NOT BE APPLICABLE WHERE THE INJURY OR DAMAGE IS CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR, ITS AGENTS, ASSIGNS OR EMPLOYEES.**
9. This Surface Easement shall terminate (a) should Grantee breach any condition or default in the performance of any of its covenants or agreements herein set forth for which due notice of a breach of any condition or default had been given and a reasonable curative time elapsed, or (b) should the Sign not be located on the Land for a continuous period of twenty four (24) months. Upon termination of this Surface Easement, all rights herein granted shall revert to Grantor, its successors and assigns, and, if requested, Grantee shall forthwith execute and deliver a release and surrender of the Surface Easement.
10. The terms and conditions herein and exhibits or supplements incorporated by reference constitute the complete Surface Easement and the entire understanding between the Parties relating to the subject matter hereof.

11. This Surface Easement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles that might apply the law of another jurisdiction. This Agreement may be executed by the parties constituting Grantor and by Grantee in two or more counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument, and each party constituting.

**TO HAVE AND TO HOLD** the above described Surface Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto said Grantee, its successors or assigns, forever, and Grantee does hereby bind itself and its successors, heir, assigns, and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by through or under Grantor but not otherwise.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date").

GRANTOR:

**OCCIDENTAL CHEMICAL CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GRANTEE:

**CITY OF INGLESIDE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by  
\_\_\_\_\_ of Occidental Chemical Corporation, a New York corporation.

WITNESSES:

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
(Name typed or printed)

Commission Expires:\_\_\_\_\_

STATE OF TEXAS §

COUNTY OF SAN PATRICIO §

This instrument was acknowledged before me on the \_\_\_\_ day  
of \_\_\_\_\_, 2014, by \_\_\_\_\_, \_\_\_\_\_, on  
behalf of the corporation, acting as the \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

Exhibit "A"

0.25 Acre Property Description

Exhibit "A"

**LEGAL DESCRIPTION**  
**11,050 SQUARE FOOT TRACT**

A 11,050 SQUARE FOOT TRACT OF LAND OUT OF A 165.385 ACRE TRACT AS RECORDED IN DOCUMENT # 490143, OFFICIAL PUBLIC RECORDS, SAN PATRICIO COUNTY TEXAS. SAID 11,050 SQUARE FOOT TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** at a concrete monument found for the northwest corner of said 165.385 acre tract of land, same being on the south right-of-way line of State Highway 361, **THENCE** South 60°01'53" East, with the north line of said 165.385 acre tract, same being the south right-of-way line of State Highway 361, a distance of 1,564.40 feet to a 5/8" diameter iron rod set with a red plastic cap stamped "NAISMITH ENG. C.C., TX" here after called a 5/8" iron rod set for the northwest corner and the **POINT OF BEGINNING** of the herein described tract;

**THENCE** South 60°01'53" East, with the common line of 165.385 acre tract and the right-of-line of said State Highway 361, a distance of 190.00 feet to a 5/8" iron rod set for a corner of the herein described tract;

**THENCE** South 29°58'07" West, leaving said common line, a distance of 85.00 feet to a 5/8" iron rod set for a corner of the herein described tract;

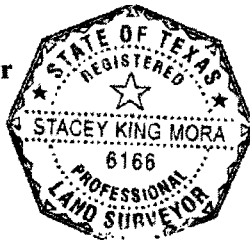
**THENCE** North 60°01'53" West, a distance of 70.00 feet to a 5/8" iron rod set for a corner of the herein described tract;

**THENCE** North 24°43'13" West, a distance of 147.05 feet to the **POINT OF BEGINNING** and containing 11,050 square feet or 0.25 acre of land.

NOTE: ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE NAD 1983 (CORS 96) EPOCH 2002.

*Stacey King Mora*

**Stacey King Mora, RPLS**  
**Registered Professional Land Surveyor**  
**Texas Registration No. 6166**  
**Naismith Engineering, Inc.**  
TBPE F#355 TBPLS F# 100395-00



**Date:** *September 4, 2014*

<b>NEI</b> <b>Naismith Engineering Inc.</b> ARCHITECTURAL ENGINEERING & SURVEYING 4000 E. 10TH AVE. SUITE 200 DENVER, CO 80202 303.733.1111 FAX 303.733.1112 WWW.NEIE.COM		DRAWN BY: [ ] CHECKED BY: [ ] DATE: [ ]		APPROVED BY: [ ] DATE: [ ]	
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